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<b>APR 17 2018</b>	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
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6 UNITED STATES DISTRICT COURT  
7 DISTRICT OF NEVADA

8 DEVON ISBELL, an individual,  
9 Plaintiff,

10 vs.

11 PARTY CITY CORPORATION, a foreign  
corporation; MIKE ZAMECNIK, an  
12 individual; MIKE FRANCO, an individual;  
DOE BUSINESS ENTITIES 1-10; and DOE  
13 INDIVIDUALS 1-50.

14 Defendants.

CASE NO: 3:17-cv-00709-MMD-VPC

~~{Proposed}~~

STIPULATED PROTECTIVE ORDER  
Regarding

CONFIDENTIALITY OF DOCUMENTS  
PRODUCED IN LITIGATION

16 I. RECITALS

17 WHEREAS: the parties to the above-captioned litigation anticipate that discovery will require  
18 the parties to disclose records and information that are confidential and sensitive, including because  
19 such records are anticipated to include the parties' private employment records and private medical  
20 records; and

21 WHEREAS: the parties seek to protect and prevent the improper dissemination of such  
22 confidential and private records and information to third parties, during the course of litigation and after  
23 the litigation has ended;

24 II. STIPULATION

25 THEREFORE: the parties, by and through their respective counsel of record, hereby stipulate  
26 and request the Court issue an Order ("Stipulated Protective Order"), protecting the confidential nature  
27 of certain records and information as may be produced during the course of the above-captioned  
28 matters, as follows:

1           1.     If any person or entity, whether or not a party to the instant action, produces or receives  
2 answers to interrogatories, or documents or other things, which the producing or receiving person or  
3 entity considers to be "Confidential Information," as defined in § II(3)(A)(I) infra; or

4           2.     If there is deposition testimony which any person or entity, whether or not a party to the  
5 instant action, believes contains "Confidential Information," as defined in § II(3)(A)(I) infra; or

6           3.     Third parties produce information which the third-parties assert is confidential, the  
7 following procedure shall govern pursuant to Federal Rule of Civil Procedure ("Fed. R. Civ. P.") 26 (c)  
8 et. seq.:

9                 A.     Any documents (and the contents thereof), things or information falling within  
10 the definition of "Confidential Information," set forth in § II(3)(A)(I) infra, that are produced may be  
11 designated and marked, in whole or in part, without regard to whether redactions are made,  
12 "Confidential" by the party producing the documents or information, at the time the documents are  
13 delivered to or made available for inspection by any party;

14                 I.     "Confidential Information" is defined herein as: (a) employment records  
15 of any employees or former employees of any party; (b) confidential notes, memoranda, and statements  
16 regarding non-party employees; (c) confidential information concerning the discipline and/or  
17 termination of non-party employees and former employees; (d) the production of information or  
18 documents proprietary to any party, including by way of example and not limitation, tax records,  
19 financial statements; (e) other private information of any party or non-party to the present litigation,  
20 including consumer records, e.g., phone bills; (f) financial records and business records of any person  
21 or entity, whether a party or non-party to the present litigation; and (g) medical records, including  
22 medical bills and psychological records, and medical information of any person, whether a party or  
23 non-party to the present litigation.

24                 B.     If a party produces to another party items that contain Confidential Information  
25 as defined above, that party may designate one or more documents, or a portion of a document, as  
26 "Confidential" before producing that document to the other party. Such designation shall be made by  
27 marking, stamping or typing the word "Confidential" on each page of the document at the time it is  
28 produced to the receiving party's counsel;

1 C. Any party may designate deposition testimony as "Confidential" by orally  
2 making such a designation on the record either at the commencement of the deposition, at the time the  
3 testimony is given, and/or before the end of that day's questioning. Following such a designation, the  
4 court reporter shall mark "Confidential" on the transcript or the portion thereof containing the  
5 "Confidential" testimony;

6 D. In addition, documents or items produced by one party may be designated  
7 "Confidential" by the other party, i.e., the receiving party, by:

8 I. marking the document, in whole or in part, "Confidential" in the same  
9 manner as stated above; and

10 II. then forwarding a copy of the marked document back to the producing  
11 party;

12 E. In this regard, the receiving party seeking the "Confidential" designation may  
13 designate, by number, each document it believes should be "Confidential";

14 F. If the receiving party has no objection to the "Confidential" designation made by  
15 the producing party, the receiving party may either expressly notify the producing party or allow the ten  
16 calendar-day objection period (set forth below) to lapse. Where there has been no written objection  
17 made, once a document or item has been produced and designated as provided herein to the receiving  
18 party, the document or item shall be treated as "Confidential," respectively, pursuant to this Stipulated  
19 Protective Order, until further order of the Court;

20 4. The following protocol shall apply in the event of an objection to a designation of  
21 "Confidential":

22 A. If there is an objection to the "Confidential" designation, the party so objecting  
23 must notify the other party in writing of both the objection and the grounds for the objection within ten  
24 calendar days from the date the designation was made or the document(s)/item(s) received, whichever  
25 is later, and the procedure in § 11(4)(B) infra, shall apply;

26 B. If the parties do not agree that the documents, information or testimony should  
27 be treated as confidential, the parties shall attempt to resolve the issue by meeting and conferring. If a  
28 resolution does not occur, either party may file a motion with the Court to resolve the dispute. Such

1 motion must be filed within 30 calendar days of receipt of the written objection to the designation,  
2 unless stipulated otherwise by counsel. If an objection has been raised, the documents, testimony  
3 and/or information at issue shall be governed by § II (3)(A)-(F), inclusive, of this Stipulated Protective  
4 Order, and treated and regarded as "Confidential" from the date of disclosure and/or production until  
5 the dispute is resolved informally by the parties or a final order is issued by the Court resolving the  
6 dispute. In the event of such motion, the parties having entered into this Stipulation and the existence  
7 of the Court's Order entered thereon shall not affect the burden of proof on any such motion, nor  
8 impose any burdens upon any party that would not exist had this Stipulated Protective Order not been  
9 entered;

10 5. A document or testimony, or portion, summary, or abstract thereof, that is to be treated  
11 "Confidential" pursuant to this Stipulated Protective Order shall not be disclosed to any persons other  
12 than the parties, counsel of record for the parties, attorneys, legal assistants and clerical personnel  
13 employed by them, and other persons to whom disclosure is necessary for the purposes of this  
14 litigation. (This allows disclosure to the officers, directors, employees or former employees of the  
15 parties, persons requested by counsel for any party to furnish technical or expert service or to give  
16 expert testimony with regard to the subject matter of the document(s), item(s) or expert testimony for  
17 the trial of this action). However, each such person to whom a party makes such disclosure shall read  
18 this Stipulated Protective Order and acknowledge in writing that he/she is fully familiar with the terms  
19 hereof and agrees to comply with, and be bound by, this Stipulated Protective Order until modified by  
20 either further order of the Court or agreement of all the affected parties;

21 6. Anyone seeking to file any "Confidential" documents, testimony, or information or any  
22 pleadings or memorandum purporting to reproduce or paraphrase all or any portion of such confidential  
23 material with this Court must first attempt to make such filings confidentially, by seeking to obtain  
24 prior leave of Court for filing the same under seal. Notwithstanding any agreement among the parties,  
25 the party seeking to file a paper under seal bears the burden of overcoming the presumption in favor of  
26 public access to papers filed in Court. NOTE: If the document is filed electronically, the appropriate  
27 protocol for that purpose will be utilized;

28 7. If such application for leave of Court to file any document(s) under seal is denied, then

1 the party who sought leave will be relieved, in that instance only, and only as to such documents for  
2 which leave of Court was denied, from complying with this stipulation in relation to that filing;

3 8. Any documents, testimony, and/or information that has been rendered "Confidential"  
4 under the parties' Stipulated Protective Order is to be used only in the above-captioned action, and may  
5 not be used in any other action or for any other purpose unless the party seeking to make such use has  
6 acquired the documents, testimony, and/or information from a source independent of the above-  
7 captioned action;

8 9. Within 45 calendar days of the entry of the final order concluding this judicial  
9 proceeding, all "Confidential" documents or things; any copies, summaries, and abstracts thereof; or  
10 notes relating thereto, shall be returned to the producing party or destroyed by the receiving party  
11 (including by being shredded), at the option of the receiving party, with proof or attestation of such  
12 destruction of records being transmitted by the receiving party to the producing party, except as  
13 otherwise ordered by the Court or stipulated in writing by the parties. Counsel of record shall obtain  
14 return of such information, things, and/or documents from any person to whom that counsel has made  
15 available the documents or information produced by the other party designated as "Confidential."  
16 Notwithstanding any other language contained in this Order, each party's counsel of record shall be  
17 allowed to retain for its files a copy of all pleadings, motions, exhibits, or other papers filed and/or  
18 lodged with the Court, and of all documents designated by both parties or any non-party as  
19 "Confidential" and/or summaries or abstracts thereof (including but not limited to documents of any  
20 type prepared by a party and/or counsel that are subject to the attorney-client privilege and/or the  
21 attorney work-product doctrine). All such documents and information retained by counsel of record  
22 must be maintained in a confidential manner and used only in accordance with this Order.

23 10. This Stipulated Protective Order may be amended, without prior leave of the Court, by  
24 the agreement of counsel for the parties in the form of a stipulation and order that shall be filed in this  
25 case. Nothing herein shall be construed so as to prevent any party from seeking relief from this Order  
26 at any time; and

27 ///

28 ///

11. The parties reserve their rights to assert the confidentiality of documents and information produced irrespective of their production pursuant to this Stipulated Protective Order.

Dated: April 5, 2018

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Dated: April 5, 2018

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Electronic Signature Authorized

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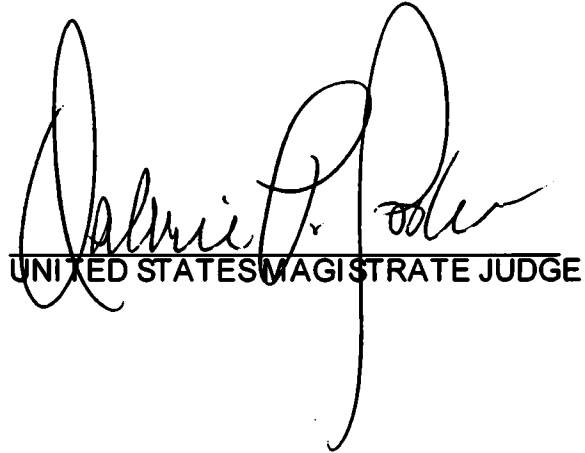
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ORDER

THE COURT, having considered the preceding Stipulation and good cause appearing therefor, HEREBY GRANTS the relief and protections requested therein. IT IS HEREBY ORDERED that the preceding Stipulation and this Stipulated Protective Order shall be and remain in effect, as stipulated therein.

IT IS SO ORDERED.

DATED: April 17, 2018

  
UNITED STATES MAGISTRATE JUDGE